CITY OF RICHMOND
DEPARTMENT OF PROCUREMENT SERVICES
RICHMOND, VIRGINIA
(804) 646-5716
May 15, 2018

Request for Proposals No. B180003244

for

RPD Records Management System

Due Date: Tuesday June 19, 2018
Time: 2:00P.M. EST

Receipt Location: City Hall, 900 East Broad Street, 11th floor, Room 1104

Request for Proposal Prepared by:

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Department of Procurement Services
http://www.richmondgov.com/Procurement/BidsProposals.aspx

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SIGNATURE SHEET

This signature sheet must be included as part of the Offeror's proposal, or the City will not consider the proposal. The Offeror's signature below certifies that this proposal as submitted complies with, and the Offeror agrees to be legally bound by, all terms and conditions set forth in Request for Proposals No. **B180003244** for **RPD Records Management System**. The undersigned hereby represents and warrants that the undersigned is duly authorized to sign and submit this proposal on behalf of the Offeror.

Complete Legal Name of Offeror Firm: _____

"Order from" Address: _____

_____

"Remit to" Address: _____

_____

Federal EIN / SSN: _____

Authorized Signature: _____

Printed Name of Signatory: _____

Title of Signatory: _____

Telephone Number with Area Code: _____

Fax Number with Area Code: _____

E-Mail Address: _____

Date: _____

STATEMENT OF NO OFFER

Offerors not submitting an offer for the commodity or service requested must fax this form to the Department of Procurement Services at (804) 646-5989 prior to the solicitation due date. Questions concerning requirements must be brought to the attention of the Contract Specialist responsible for this solicitation **at least ten business days prior to the solicitation closing date. Questions are due no later than Tuesday June 5, 2018.**

RFP No.: **B180003244** Service: **RPD Records Management System**

The undersigned firm declines to submit an offer on the RFP for the following reasons:

- ☐ Unable to meet statement of needs
- ☐ Requirements are unclear or restrictive (explain in remarks)
- ☐ Unable to meet required delivery or performance date
- ☐ Unable to meet insurance requirements
- ☐ Insufficient time to respond to the solicitation
- ☐ Do not offer requested commodity or service, please remove our name from the City of Richmond's bidder's list for this commodity or service only.
- ☐ Other (explain in remarks)

Remarks:

_____

_____

_____

_____

A firm's failure to return completed form may result in the removal from the City of Richmond bidder's list for the commodity or service requested above.

Firm Name: _____

Authorized Representative: _____

Signature: _____

Telephone: _____

Date: _____

STATE CORPORATION COMMISSION FORM

Complete Legal Name of Offeror Firm: _____

Virginia State Corporation Commission registration information. The Offeror:

☐ is a corporation or other business entity with the following State Corporation Commission identification number:

_____

-OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust

-OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Offeror's out-of-state location)

-OR-

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned Offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia

-OR-

☐ has not completed any of the foregoing options but currently has pending before the State Corporation Commission an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the Offeror to submit the State Corporation Commission identification number after the due date for proposals. The Offeror shall promptly provide any information the City requires to enable the City to properly evaluate the Offeror's request for such a waiver. The City reserves the right to determine in its sole discretion whether to allow such a waiver.

PART I
STATEMENT OF NEEDS

1.0 Introduction.

1.1 Purpose. The City of Richmond is soliciting proposals to establish a term contract, through competitive negotiation, for replacement of the City's current records management system for the City's Department of Police.

1.2 Background. The City, through its Department of Police, is the primary law enforcement agency serving over 204,212 people within 62.5 square miles of jurisdiction. The City has 750 sworn officer positions and is supported by 170 civilian employees within the Police Department. The city of Richmond is divided into two areas consisting of four precincts and twelve sectors. The First and Second Precincts comprise "Area 1," and the Third and Fourth Precincts comprise "Area 2." 911 calls for service and non-emergency calls are received and dispatched to the City's public safety agencies by the City's Department of Emergency Communications. The City's Department of Emergency Communications handles calls for service using the Intergraph I/CAD system version 9.3 MR5 (to be updated to 9.3 MR6 in the future), which has been operational for over 10 years. The City is currently utilizing the Superion ONESolution Records Management System and Superion Mobile Data System for the records management needs of the Police Department. The City currently allows the Virginia Commonwealth University Campus Police Department and the Sheriff's Office for the City of Richmond to utilize the City's Superion ONESolution Records Management System and Superion Mobile Data System for limited records management purposes.

1.3 Pre-Proposal Meeting. There will be no pre-proposal meeting for this Request for Proposals.

1.4 Definitions. The following words and phrases, when used in this Request for Proposals, have the meanings ascribed to them in this section, except where the context clearly indicates that another meaning is intended:

A. City. "City" means the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia, acting through its duly authorized representatives.

B. Contract. "Contract" means the Goods and Services Contract, a sample of which is attached to this Request for Proposals, together will all Contract Documents referred to therein, awarded to the Contractor as a result of this solicitation.

C. Contractor. "Contractor" means the Offeror to whom the City awards the Contract.

D. Existing Systems. "Existing Systems" means Intergraph CAD Version 9.3 MR5, ESRI Geospatial Information System (GIS) Version 10.0, Windows OS (version 7 or 10), and the applications, software, and systems listed on Exhibit 3 to this Statement of Needs, and any later versions thereof utilized by the City.

E. Final Acceptance. "Final Acceptance" means the date of the Police RMS Administrator's signature on the certificate of acceptance as contemplated by section 2.11 ("Acceptance Procedures") of this Statement of Needs.

F. Offeror. "Offeror" means any person or legal entity that may choose to submit a proposal in response to this solicitation.

G. Police Department. "Police Department" means the City's Department of Police.

H. Police RMS Administrator. "Police RMS Administrator" means the City employee identified by the City in writing as the Police RMS Administrator.

I. Records Management System. "Records Management System" means the Contractor's software that stores data electronically, analyzes data when queried, produces reports of data in varying formats, and offers both a mobile reporting access module through mobile data computers and a traditional access module using an internet portal, desktop computers, and laptop computers.

J. SaaS. "SaaS" means a software as a service software program.

K. VCIN. "VCIN" means the Virginia Criminal Information Network.

1.5 Provisions Excluded from Resulting Contract. There are certain provisions that will not be evaluated by the City. The City will not accept and cannot agree to any provisions that:

A. Require the City to maintain any type of insurance either for the City's benefit or for the Contractor's benefit;

B. Automatically continue the contract period from term to term;

C. Require or state that the terms of any Offeror's form agreement shall prevail over the terms of any part of the Request for Proposals in the event of conflict;

D. Require the City to indemnify, hold harmless or defend the Contractor for any act or omission or waive the City's sovereign immunity;

E. Require the application of the law of any state other than Virginia to interpret or enforce the contract or require or permit that any dispute under the Contract be resolved in any court not located within the corporate limits of the City;

F. Require any total or partial compensation or payment for lost profit or liquidated damages by the City if the Contract is terminated before its ordinary term ends;

G. Require that the Contract be endorsed by the home office, or by any other officer of the Contractor, subsequent to execution by the Director of Procurement Services for the City before the Contract is considered in effect;

H. Delay the acceptance of the Contract beyond the date of execution;

I. Limit or add to the time period within which claims can be made or actions can be brought;

J. Limit the liability of the Contractor for property damage, personal injury, wrongful death or infringement of intellectual property rights;

K. Permit unilateral modification of the Contract by the Contractor;

L. Bind the City to any arbitration or to the decision of any arbitration board, commission, panel or other entity;

M. Obligate the City to pay amounts beyond the maximum aggregate contract amount set forth in the Contract or any costs of collection or attorney's fees;

N. Grant the Contractor a security interest in property of the City or a right to an injunction against the City greater than that which is authorized by City Charter § 2.08; or

O. Require the City to keep confidential any records subject to disclosure under the Virginia Freedom of Information Act or with respect to which the Contractor has not complied with the requirements of City Code § 21-5 / Va. Code § 2.2-4342.

This is not an exclusive list, and the City may amend this list at any time.

2.0 Requirements and Deliverables.

2.1 General Requirements. The Contractor shall:

A. Provide a SaaS software Records Management System that meets all of the requirements of this Statement of Needs.

B. Provide implementation services and ongoing training for all features the Records Management System.

C. Provide a Records Management System with multi-jurisdictional capability that will allow the City to continue to provide access to and use of the Records

Management System to other entities, including the Virginia Commonwealth University Campus Police Department and the Sheriff's Office for the City of Richmond, and allow for the creation of separate modules within the Records Management System for each entity if required by the City.

D. Provide training, maintenance, warranty services, and other support for the Records Management System as set forth in this Contract.

E. Upon request by the Police RMS Administrator, coordinate with and train the Police Department staff and officers, and any other persons who access to or use the Records Management System.

F. Provide and install updates to the Records Management System as updates become available, when changes are requested by the Police RMS Administrator, and when applicable law or regulation of any local, state, or federal authority requires changes.

G. Provide ongoing technical support and all documentation for system updates of the Records Management System as they become available and are installed pursuant to section 2.1(F) herein.

H. Assist with technical migration to and organizational changes involved in the City moving operations to the Records Management System.

I. Perform all of the installation, required electronic data migration, and other implementation services required for the City to use the Records Management System.

2.2 System and Software Requirements

The Records Management System must:

A. Provide flexibility to meet external and internal management, regulatory, reporting requirements and provide a means to execute ad hoc queries and reports.

B. Include a "state of the art" records and crime analysis system that can seamlessly exchange data with the Existing Systems.

C. Be a fully redundant system with failover capability to provide minimal system downtime that meets the uptime requirement of section 2.2(U) herein.

D. Be adaptable while maintaining stability and effectiveness given the continuous growth and development of the Police Department.

E. Be compatible with the Existing Systems and be capable of interfacing with the Existing Systems.

F. Provide, or integrate with, a public facing web portal to allow citizens to view redacted reports related to incidents.

G. Fulfill all requirements set forth in the Microsoft Excel Workbook attached hereto as Exhibit 1 and incorporated herein by reference.

H. Allow for modularity and ease of expansion to Next Generation 911, National Incident-Based Reporting System, or any other unique growth requirements for future implementation within the Police Department.

I. Be "user friendly," offer "point and click" capability, be intuitive to use, and require a minimal number of screens to complete transactions.

J. Provide a number of software security controls for users of the Records Management System to restrict unauthorized use of applications and associated data.

K. Be able to seamlessly pass and integrate call for service data into the mobile reporting client module of the Records Management System. Minimum data to be passed includes, but is not limited to: call location (address), complainant name and telephone number, call type (nature code), report number, dispatch notes and comments. National Crime Information Center and VCIN transactional data conducted through the Records Management System must be available for import into the mobile reporting client module for vehicles, persons, and articles.

L. Interface with cellular GPS and laptop-integrated GPS.

M. Be able to pass GPS data back to dispatch through Existing Systems for Automatic Vehicle Location (AVL) functionality.

N. Interface with VCIN, through the Records Management System, and provide in-state and out-of-state vehicle queries, in-state and out-of-state driver license queries, wanted person checks, and stolen article checks.

O. Have the capability of data exchange and interfacing with the Virginia Department of Motor Vehicles (DMV) Traffic Records Electronic Data System (TREDS) and Live Scan and Local Inmate Data System (LIDS). The Records Management System must have data exchange capability with the Existing Systems.

P. Be designed to support public/private cloud environments along with supporting deployment to a hybrid public/private cloud environment.

Q. Have the capability to integrate or operate, or both, as necessary with all Existing Systems.

R. Not require any custom programming or the purchase of new hardware (other than the new Records Management Software itself) in order to meet the Police Department's operational needs.

S. Utilize appropriate backup services for a minimum of a full backup nightly.

T. Utilize data security and protection mechanisms to encrypt all data in transit and all personally identifiable information at rest.

U. Have a guaranteed uptime of not less than 99.95% per calendar month (resulting in an aggregate downtime of not more than 21.56 minutes per calendar month. Should the City determine the Contractor has not met the uptime requirement set forth herein, the City shall be entitled to reduce all the fees and costs owed by the City on a pro rata basis calculated on the amount of downtime exceeding the 21.56 minutes per calendar month.

2.3 Software and Technology Plan Requirements.

A. Any software being a part of the Records Management System must be offered as a SaaS model.

B. The City shall not be required to enter into agreements with, or agree to terms and conditions or user agreements from, any third-party software or hardware licensors.

2.4 Data Migration Services. The Contractor shall provide the following data migration services to the City:

A. Migrate all electronic data, including but not limited to, master indices, incident/call data, criminal data, and civil data, stored in City's the current system to the Records Management System within 72 hours of request by the City.

B. Maintain the City's continued and uninterrupted access to all electronic data during any migration.

C. Ensure all electronic data is usable once migrated to the Records Management System by performing a reconciliation of a minimum 5% sample of the data migrated.

2.5 Data Conversion Services. The Contractor shall provide the following data conversion services to the City:

A. Convert all electronic data, including but not limited to, master indices, incident/call data, criminal data, and civil data, stored in City's the current

system to the Records Management System within 72 hours of request by the City.

B. Maintain the City's continued and uninterrupted access to all electronic data during any conversion.

C. Ensure all electronic data is usable once migrated to the Records Management System by performing a reconciliation of a minimum 5% sample of the data converted.

2.6 Implementation Plan. The Contractor shall provide the following implementation services to the City:

A. Implement the features of the Records Management System to meet all of the requirements of this Statement of Needs.

B. Conduct a test period of the Records Management System under the supervision of the Police RMS Administrator where the Records Management System is operating in a production environment side-by-side with the City's current records management system for purposes of testing with a subset of City users.

C. Upon receipt of written direction from the Police RMS Administrator, the Contractor shall conduct a "go live" where the implemented Records Management System is "cutover" for full use by all City users. The Police RMS Administrator will have the sole discretion to confirm "go live" successfully occurred.

2.7 Technical Assistance and Support.

A. The Contractor shall provide a customizable, online help feature for the Records Management System that is easily accessible at any point throughout the Records Management System.

B. The Contractor shall provide ongoing user and technical support for the Records Management System in a variety of areas which includes, but is not limited to, troubleshooting for users, assisting with workflow design, and software update utilities.

2.8 Training. The Contractor shall provide the following training services to the City:

A. A train-the-trainer training program;

B. An end-user training program;

C. Online documentation training resources including, but not limited to, all training material, all user documentation and manuals; and

D. Training for all system upgrades or future enhancements to the Records Management System as they become available and are installed pursuant to section 2.1(F) herein.

2.9 Support Program.

A. The Contractor shall provide 24x7x365 call center support to the City, including a toll-free phone number.

B. The Contractor shall assign a contact person dedicated to the City and the Contractor must provide written notice to the City within one business day in the event there is any change in the contact person or the contact person's contact information.

2.10 Warranty.

A. The Contractor shall warrant all work relating to the Records Management System throughout the term of the Contract, starting from the date of Final Acceptance.

B. In addition, it is required that the Contractor provide a warranty for both the Records Management System software and implementation services, as specified below:

i. **Software**. The Contractor shall warrant that the Records Management Software will conform, throughout the term of the Contract, to all the requirements and specifications as stated in this Request for Proposals.

ii. **Services**. The Contractor shall warrant all implementation services provided pursuant to the Contract throughout the term of the Contract.

iii. The Contractor shall assign to the City any manufacturer's warranties applicable to the Records Management System.

2.11 Acceptance Procedures.

A. When the Contractor believes the Records Management System is installed in accordance with all provisions of the Contract, the Contractor shall notify the Police RMS Administrator in writing that the Contractor is ready for the City to evaluate the Records Management System as installed.

B. The City will evaluate the Records Management System for no more than 60 calendar days to determine if the Records Management System meets the requirements of the Contract. The City will provide comments to the Contractor during the 60 calendar day period regarding the Records Management System. The Contractor shall make any required adjustments to the Records Management System as requested by the City until the Records Management System is approved by the City as evidenced by the Police RMS Administrator's signature

on a certificate of acceptance (in a form to be determined by the Police RMS Administrator).

C. No later than three business days after the Police RMS Administrator's signature of the certificate of acceptance, the Contractor shall provide the City with the Contractor's standard software manuals and any current system user guides.

2.12 Payments.

A. All association and membership registrations related to the City's access to support and training (i.e. user groups, conference membership) for the Records Management System must be provided by the Contractor.

B. The Contractor shall perform all services required by this Request for Proposals on a flat fee basis unless otherwise agreed by the parties in the Contract.

C. The City, in its sole discretion, may determine whether to purchase any annual maintenance services offered by the Contractor under the Contract.

D. The Contractor may, where permitted by the Contract and only in accordance with the City's travel policy (see City of Richmond Administrative Regulation 6.4), request reimbursement from the City for travel costs incurred by the Contractor during the performance of services required by this Contract. The City will reject any travel reimbursement requests that do not comply with the Contract or the City's travel policy.

2.13 Cooperation by the Contractor.
The Contractor shall work professionally and courteously with the City and any contractors utilized by the City.

3.0 Proposal Contents.
The proposal must include all of the information set forth in this section and be organized as set forth in this section. In addition to the original, the Offeror shall submit (i) **six (6)** complete, bound paper copies of its proposal and (ii) **one (1)** electronic copy in a portable document format readable by the Adobe Reader program and in a Microsoft Word format that can be searched and edited. If the Offeror's proposal contains proprietary or confidential information, or trade secrets, the Offeror **must** submit one (1) additional **redacted electronic copy**.

3.1 Tab 1 – Signed Forms. This tab should include the completed and signed Signature Sheet, Addenda Acknowledgement, State Corporation Commission Form, and Office of Minority Business Development Forms included with this Request for Proposals.

3.2 Tab 2 – Statement of the Scope. In concise terms, state the Offeror's understanding of the scope of work presented by the Request for Proposals.

3.3 Tab 3 – Executive Summary. This tab should provide a brief summary of the proposal's contents, emphasizing any unique aspects or strengths of the proposal. The Executive Summary should not exceed three (3) pages. The Offeror shall include a warranty that the content of its proposal accurately reflects the Offeror's ability to satisfy the technical and functional requirements as included in this Request for Proposals.

3.4 Tab 4 – Experience. This tab should include information explaining the Offeror's proven track record in providing, implementing and supporting a SaaS model records management system that meets the requirements of this Request for Proposals. Include a list of customers, contracts and projects for both private and public entities, for which the Offeror's has provided the proposed model software and services over the last five (5) years. Explain the Offeror's experience being a prime contractor managing the provisions of the services described in this Request for Proposal for other governmental entities similar to the City of Richmond. Explain the Offeror's technical and customer support for governmental entities similar in size and structure to the City of Richmond.

3.5 Tab 5 – Key Personnel. This tab must include the résumés or curriculum vitae of the Offeror's key staff members. It should identify the specific employees assigned to provide the services solicited by this Request for Proposals. For each key person identified by the Offeror, this tab must include the following information:

- **A.** Name and title.
- **B.** Office location and city of residence.
- **C.** Project responsibilities and roles.
- **D.** Educational background.
- **E.** Professional registrations and memberships, if applicable.
- **F.** Years of relevant experience.

3.6 Tab 6 – References. This tab should include the names, addresses and telephone numbers of at least four other government organizations with whom the Offeror has worked during the last five years providing the services required by this Request for Proposals. The tab should briefly identify the project, location, and services performed. The tab must also include an affirmative statement that the Offeror grants its consent for the City to contact the Offeror's references for purposes of evaluating the Offeror and acknowledges that any information obtained from the Offeror's references will not be disclosed to the Offeror.

3.7 Tab 7 – Project Approach. This tab should describe in detail the Offeror's proposal for providing the services required by this Request for Proposals. It should include the following:

- **A.** The Offeror shall describe in its proposal system backup and redundancy procedures for the Records Management System meeting the requirements set forth in sections 2.2(C) and 2.2(S) of this Statement of Needs;

B. The integrity of the data in the Records Management System is of utmost importance to the Police Department, and Offerors are to clearly define the security features of the Records Management System;

C. Any exception to requirements in section 2.0 shall be specifically laid out in the Offeror's proposal;

D. The Offeror shall define all technology requirements to support the proposed Records Management System, and, at minimum, include the following: (i) Define all computer hardware and equipment requirements, including servers specifications, processor, memory, disk space (RAID), UPS, operating system (version); (ii) Define all computer desktop requirements, including personal computer requirements, scanners, printers, desktop operating system requirements (version), and other desktop software needs; (iii) Define all network requirements, including data speed, protocols, topology; (iv) Define database management system options; and (v) Define any other technology requirements;

E. Data migration:

1. It is required that the Offeror provide a detailed plan for retrieving all data from the previous records management system, including all electronic and hard copy file data. The Offeror shall include its recommended start date and time to accurately complete record conversion in the Offeror's proposal submission. Offeror must provide an estimate of the number of hours required to complete requirements of section 2.4 of this Statement of Needs.
2. The Offeror must define the Police Department's role in the data migration and conversion process.
3. Offerors must define the conversion process, note what measures are in place to ensure an accurate record conversion and include checks and information on how Offeror plans to monitor effectiveness and quality of the data migration process.
4. Offeror must describe any limitations to the format of conversion records and include a description of the data scrubbing process.
5. Offeror must indicate the post data reconciliations performed to ensure accuracy of data conversion.

F. Data conversion:

1. It is required that the Offeror provide a detailed plan for retrieving all data from the previous records management system, including all electronic and hard copy file data. The Offeror shall include its recommended start date and time to accurately complete record conversion in the Offeror's proposal submission. Offeror must provide an estimate of the number of hours required to complete the requirements of section 2.5 of this Statement of Needs.

2. The Offeror must define the Police Department's role in the data migration and conversion process.
3. Offerors must define the conversion process, note what measures are in place to ensure an accurate record conversion and include checks and information on how Offeror plans to monitor effectiveness and quality of the data migration process.
4. Offeror must describe any limitations to the format of conversion records and include a description of the data scrubbing process.
5. Offeror must indicate the post data reconciliations performed to ensure accuracy of data conversion.

G. Implementation plan:

1. It is required that each Offeror provide a detailed plan for implementing the proposed Records Management System for the City. A plan should be submitted in the Offeror's proposal that demonstrates a reduced overall project cost based on shared resources and a common implementation team. Offerors are expected to define a logical plan to implement the Records Management System in achievable and realistic phases for both the City and the Offeror. The implementation plan and rollout strategy is to be based on previous experience that limits risk to the City.

2. The implementation plan submitted in the Offeror's proposal must, at minimum, include:
   - **G.2a.** An overview of project implementation methodology. Offerors are to describe their methodology for achieving a fully functioning Records Management System that meets all the functional and technical requirements defined in this Request for Proposals;
   - **G.2b.** A project timeline with tasks, milestones and deliverables for each stage of the implementation;
   - **G.2c.** The staff assignments (including expected assistance from the Police Department) for project tasks and estimated number of hours required from Police Department staff for each task; and
   - **G.2d.** On-site "go-live" support for implementation.

H. Training

1. The Offeror is to submit a training plan with their proposal to describe training for the Police Department personnel. Offeror must provide an estimate of the number of hours required to complete requirements of section 2.8 of this Statement of Needs.

2. The training plan must include at minimum the following:
   - **H2.a.** Proposed methodology, timelines/schedules, facility needs, materials, documentation/manuals, equipment,;
   - **H2.b.** Descriptions of classes/courses proposed in the training plan;
   - **H2.c.** Samples of training manuals and documentation;
   - **H2.d.** Samples of training tutorials or other computer based programs;
   - **H2.e.** Plans and options for on-site training of Police Department personnel; and
   - **H2.f.** The knowledge transfer strategy proposed by the Offeror to prepare Police Department staff to operate the Records Management System after it is placed into production.

I. Support Program

1. The Offeror must submit a post-implementation support program for the Records Management System.
2. The Offeror shall explain problem reporting and resolution procedures and issue/ticket escalation processes.
3. The Offeror shall define delivery methodology for future software upgrades, including frequency of upgrades, for the Records Management System.

3.8 **Tab 8 – Subcontracting.** This tab must identify any of the required services that the Offeror intends to subcontract, and provide the following information:

- **A.** Reasons for subcontracting.
- **B.** Proposed subcontractor responsibilities.
- **C.** Identity of proposed subcontractors, including the subcontractor's location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.

3.9 **Tab 9 –Offeror History.** This tab should include a comprehensive narrative history of the Offeror's firm, including the development of its experience in providing the solicited services. Explain the size of the firm, including years in business, office location, and legal structure. This section of the proposal must contain the following organizational information and data for the Offeror's organization:

A. If a corporation:

1. The state of incorporation;
2. The date of incorporation;
3. The principal place of business;

4. The Federal I. D. number;
5. Whether the corporation is a Subchapter S corporation.
6. The name, position, address, and number of years in position of each officer and director; and
7. The names of any affiliates, partner corporations, and subsidiaries.

B. If a limited liability company:

1. The state in which the limited liability company is organized;
2. The date organized;
3. A list of all managers of the limited liability company, including the name, telephone number, and years as a manager for each manager; and
4. A list of all members of the limited liability company, including the name, telephone number, years as a member, and membership interest for each member.

C. If a partnership:

1. The state in which the partnership was formed;
2. The date formed;
3. The type of partnership; and
4. A list of all general and limited partners, as applicable, including the name, telephone number, years as a partner, and partnership interest for each partner.

D. If a joint venture:

1. Date of formation;
2. Name and address of each joint venture partner;
3. The name and address of the principals of each joint venture partner; and
4. The percentage of interest of each joint venture partner.

E. If the Offeror is not a corporation, limited liability company, partnership, or joint venture, this tab must identify the type of business entity and provide any pertinent information.

F. This tab should provide the Offeror's total number of employees.

G. This tab should state whether the Offeror has operated under another name within the past ten years and, if so, the other name, the number of years in business under this other name, and the State Corporation Commission identification number under this name.

H. This tab must state whether the Offeror is a subsidiary or affiliate of another organization and, if so, the name and address of each parent or affiliate organization.

I. This tab must include the following statement, signed by the Offeror's contractually binding authority:

By submitting its proposal, {Insert Legal Name of Offeror} (the "Offeror") certifies and represents that the information that the Offeror provides in response to this Request for Proposals is accurate and complete as of the date of such submission. If the Offeror provides no information in response to any of the requirements of this Request for Proposals, then the Offeror, by submitting its proposal, certifies and represents that such requirements do not apply because no information exists that would respond to the requirement. The Offeror further covenants that, during the time between the submission of its proposal and the City's announcement of its decision to award the Contract, the Offeror will furnish the City with any changes or additions to such information necessary to ensure that this information remains accurate, complete and up-to-date.

3.10 Tab 10 – Functional Specifications and Technical Requirements Exhibit. Offerors must complete Exhibit 1, entitled "RFP_B180003244_RPD RMS_Functional_Specifications" to this Request for Proposals and submit the same within this Tab 10 of the Offeror's proposal. Any deviations must be specifically noted by the Offeror on Exhibit 1 and additional sheets may be attached thereto, if necessary.

3.11 Tab 11 – Price Proposal. This tab must include proposed pricing detailing the SaaS Site License pricing and pricing of all services required by this Request for Proposals. SaaS Site License pricing must be inclusive of Offeror's overhead cost for all software, implementation, post implementation, service and warranty for the Records Management System required by this Request for Proposals, and labor and materials. Estimated travel costs (if proposed) shall be calculated in accordance with the City of Richmond's travel policy (see Administrative Regulation 6.4 at http://www.richmondgov.com/HumanResources/AdminRegulations.aspx). This tab must list the unit price for each of the following:

A. All software components.
B. All services.
C. Licensing.

Please see Exhibit 2: "Sample Services & Pricing Schedule" for preferred format for pricing presentation.

4.0 **Evaluation Criteria.** The Evaluation Committee will use the following evaluation criteria in ranking and selecting Offerors for negotiation pursuant to this Request for Proposals:

	Available Points
A. Experience	**5 Pts.**
B. Project Approach	**10 Pts.**
C. Compliance with Requirements	**25 Pts.**
D. Cost (allowed by City Code § 21-67(e))	**25 Pts.**
E. Accessibility (required by City Code § 21-69)	**5 Pts.**
F. MBE / ESB Commitment	**30 Pts.**

In accordance with City Code § 21-67(e), this criterion considers the Offeror's "good faith minority business enterprise and emerging small business participation efforts" as defined in City Code § 21-4. Pursuant to City Code § 21-67(e), an Offeror must receive at least 15 points under this criteria in order to be selected for negotiations, unless granted a waiver by the Chief Administrative Officer. The MBE/ESB participation goal for this contract is **5%**. See sections 2.4 of the Instructions to Offerors and 2.6.2 and 3.9 of the General Terms and Conditions for the MBE/ESB provisions.

Total Available Evaluation Points ..... **100 Pts.**

END OF STATEMENT OF NEEDS

PART II
INSTRUCTIONS TO OFFERORS

1.0 Interpretations.

1.1 Incorporation of City Policies and Procedures. This Request for Proposals is subject to the provisions of Chapter 21 of the Code of the City of Richmond, as amended, and the Policies and Procedures of the Department of Procurement Services, as amended, which are hereby expressly incorporated into this Request for Proposals by reference. Offerors may inspect copies of these documents at the City's website, www.RichmondGov.com.

1.2 Explanations to Offerors.

1.2.1 Inquiry. All inquiries requesting clarification of this Request for Proposals should be made in writing no later than ten business days prior to the closing date to the Contract Specialist identified on the cover sheet of this Request for Proposals. If submitting an inquiry by electronic mail or facsimile transmission, the Offeror should notify the Contract Specialist by telephone that the person is sending the inquiry by that means. All inquiries should clearly state the number of this Request for Proposals. Because each Offeror may have different needs for information, that Offeror must make whatever inquiries it deems necessary in order to respond to the Request for Proposals. Inquiries that the Contract Specialist determines to be pertinent to all solicited contractors will be answered by addenda to all solicited firms.

Please e-mail questions to Ebony.Beaver@richmondgov.com no later than 05:00PM EST on **Tuesday, June 6, 2018**. No questions will be answered after that date.

1.2.2 Form of Explanation. No oral explanation in regard to the meaning of this Request for Proposals will be made and no oral instructions will be given before the award of the contract. Any explanation, interpretation or modification of the Request for Proposals that is pertinent to all solicited Offerors will be made only by an addendum duly issued by the City, a copy of which will be mailed or delivered to each Offeror known to have received the Request for Proposals. The City shall not be responsible for any other explanations or interpretations anyone presumes to make on behalf of the City before the expiration of the ultimate time set for the receipt of proposals. Questions regarding this RFP should be submitted in writing to the email address of the Contract Specialist identified on the cover page of this Request for Proposals.

1.2.3 Addenda. From time to time, addenda may be issued that will provide clarifications or supplemental information about the Request for Proposals documents. All firms receiving Request for Proposals documents issued by the City will be provided copies of addenda. If an Offeror fails to acknowledge any addendum that (i) has a material effect on the proposal (i.e., that relates to price, quantity, quality or delivery) and (ii) is not merely administrative, the City may consider that Offeror's proposal incomplete, and the proposal thus may be rejected or receive a lower score in the evaluation process. The Offeror shall acknowledge receipt of all addenda as part of its proposal and on the form provided for that purpose by

the City. The Offeror shall be solely responsible for verifying the existence of all addenda items.

1.3 No Contact Policy. Any contact with any City officer, employee, agent, or other representative concerning this Request for Proposals other than that outlined in section 1.2 ("Explanation to Offerors") above is prohibited. Any such unauthorized contact may disqualify the Offeror from this procurement.

1.4 Other Documents. The Statement of Needs, the General Terms and Conditions, and any Special Terms and Conditions attached to this Request for Proposals are hereby expressly made a part of and incorporated into this Request for Proposals. The General Terms and Conditions and any Special Terms and Conditions shall be a part of any contract that results from this Request for Proposals. This Request for Proposals also includes a sample of the City's form contract as an attachment. All conditions contained in this attached contract are hereby expressly made a part of and incorporated into this Request for Proposals.

1.5 Disqualification Due to Participation in Preparation of Solicitation.

1.5.1 Prohibition. City Code § 21-281(a) prohibits any person who, for compensation, prepares a solicitation for or on behalf of the City from submitting a response to that solicitation or any portion thereof.

1.5.2 Definition. For purposes of this section 1.5 ("Disqualification Due to Participation in Preparation of Solicitation"), the word "prepares" has the meaning set forth in City Code § 21-281(b) and thus includes but is not limited to the following:

a. Serving as a director or deputy director of the agency which has initiated the procurement;

b. Serving as the director of procurement services after the department of procurement services has received information on an agency's intent to procure;

c. Serving as the procurement manager for the agency which has initiated the procurement;

d. Serving as the procurement officer in charge of the procurement;

e. Assisting in the development of specifications for invitations for bids or requests for proposals;

f. Attending an evaluation committee meeting that is closed to the public;

g. Voting on or scoring a bid or proposal; or

h. Any other participation in the procurement process which could lead to unfair advantage.

1.5.3 **Disqualification and Waiver.** Pursuant to City Code § 21-281(c), the Chief Administrative Officer shall make the determination that a person is disqualified from submitting a response to a particular solicitation because of that person's participation in preparing that solicitation.

1.5.4 **No Contact Policy Applicable.** If a person planning to submit a response to a solicitation contacts the Chief Administrative Officer concerning such a disqualification, such person and the person's firm shall be disqualified from responding to the solicitation for violating the City's no contact policy because the person discussed the solicitation with a City representative other than the Contract Specialist responsible for the procurement.

1.5.5 **Appeal of Disqualification.** In accordance with City Code § 21-281(d), any person who has been disqualified pursuant to this section 1.6 ("Disqualification Due to Participation in Preparation of Solicitation") and City Code § 21-281 may appeal the Chief Administrative Officer's determination of disqualification by following the administrative appeals procedure set forth in City Code § 21-168 or by instituting legal action as provided in City Code § 21-169.

2.0 Preparation of Proposals.

2.1 **General Requirements.** The proposal must be typed and bound and should be presented as described in the paragraphs that follow. All pages in the proposal must be consecutively numbered. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Information supplied must be current and up to date. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If the Offeror supplies publications to respond to a requirement, the response must include reference to the document number and page number to provide a quick reference for the evaluation panel. Proposals not providing this reference will be considered to have no reference included in the additional documents. The proposal must include all the information defined below and be organized as set forth in the Statement of Needs.

2.2 **Substantive Nature of Proposals.** Proposals must be substantive. It is not sufficient for the Offeror to address the proposal in general terms or in terms other than those outlined in this Request for Proposals. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements set forth in the Request for Proposals.

2.3 **Authorized Signature.** All proposals must be signed in order to be considered. If the Offeror is not an individual or a sole proprietor but rather a corporation or any other type of legal entity, the Offeror must show the title of the individual executing the proposal and a resolution or other documentation clearly establishing the authority of the individual to sign the proposal and any subsequent contract.

2.4 MBE/ESB Participation. When the City of Richmond establishes a goal for MBE/ESB participation on a city project, all minority and non-minority prime contractors/vendors are required to have MBE/ESB participation.

2.4.1 Policy. It is the policy of the City to encourage minority participation on all City contracts. To advance this policy, the City encourages minority participation through subcontracting, joint ventures, or other methods in contracting for services.

2.4.2 Certification.

A. All Minority Business Enterprise subcontractors and vendors must be registered with the City of Richmond's Office of Minority Business Development (OMBD) and certified by the Commonwealth of Virginia Department of Minority Business Enterprise or a comparable certifying entity as a Minority Business Enterprise. OMBD reserves the right to accept the certification of other certifying agencies.

B. All Emerging Small Business subcontractors and vendors must be certified by the City of Richmond's Office of Minority Business Development (OMBD).

2.4.3 Evaluation.

A. In the proposal evaluation process, up to 30 points will be given to those proposals that have documented past good faith efforts and have proposed MBE/ESB participation that relate to the established goal. All MBE/ESB forms that relate to this matter must be included in the prime contractors/vendors response. All documentation as it relates to past good faith efforts and proposed MBE participation must be submitted on the required forms in order to expedite the evaluation process. We have attached the Participation Commitment and the Current and Past Good Faith Effort forms for completion. The Offeror should complete all pertinent MBE/ESB forms or risk forfeiting the 30 points assigned to Minority Business Enterprise and Emerging Small Business participation.

B. The City of Richmond encourages MBE/ESB participation on all City of Richmond contracts. If the City of Richmond waives the setting of goals, it is up to the prime contractor/vendor to determine whether or not they will voluntarily have MBE/ESB participation. Voluntarily committing to MBE/ESB participation allows the prime contractor/vendor to use this commitment as past good faith efforts for credit on future projects that have MBE participation with the City. When presenting MBE/ESB participation, use the forms created by the Office of Minority Business Development (OMBD) (MBE-1, MBE-2 and Good Faith Effort) in order to properly document your participation efforts.

2.5 Faith-Based Organizations. The City does not discriminate against faith-based organizations. By signing its proposal, the Offeror, if a faith-based organization, agrees that it understands the requirements of City Code § 21-43 (Va. Code § 2.2-4343.1).

2.6 Licenses, Permits and Fees. All proposals submitted shall have included in the prices submitted the cost of any business or professional licenses, permits or fees required by the City of Richmond or the Commonwealth of Virginia.

2.7 Public Inspection of Records.

2.7.1 In General. All proceedings, records, contracts and other public records relating to the procurement transaction that this Request for Proposals concerns shall be open to the inspection of any citizen of the Commonwealth of Virginia or any representative of a media organization with circulation in or that broadcasts in or into the Commonwealth of Virginia in accordance with the Virginia Freedom of Information Act.

2.7.2 Inspection by Offerors. Any Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, but prior to award, except in the event that the City decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.

2.7.3 Proprietary Information. Pursuant to City Code § 21-5(f) (Va. Code § 2.2-4342(F)), trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to the Virginia Freedom of Information Act, provided that the Offeror (i) invokes the protections of section 21-5 of the Code of the City of Richmond prior to or upon submission of the data or other materials, (ii) identifies the data or other materials to be protected, and (iii) states the reasons why protection is necessary. Classifying aspects of the proposal that are not trade secrets or proprietary is cause for the City to reject the proposal. Budgets and price quotations are considered public information in proposals submitted to the City. Classifying budgets and price quotations as "proprietary" or "confidential" is cause for the City to reject the proposal.

2.8 Use of Brand Names. Where a brand or trade name appears in the Request for Proposals, it is understood that the brand or trade name referred to, or its approved equal, shall be furnished. If the Offeror proposes similar but not identical items, it must furnish full particulars. If no mention is made of any exceptions, it is assumed that the Offeror's pricing is for the article mentioned and not an approved equal, and the Offeror will be required to deliver the exact article specified. The City shall decide, in its sole discretion, if a proposed equal will be approved.

2.9 Descriptive Literature. Each Offeror shall submit with its proposal descriptive literature of equipment or supplies that the Offeror proposes to furnish if such articles are of a different manufacture than those specified in this Request for Proposals. Should the description furnished in such literature differ from the specifications submitted by the City and should no mention be made to the contrary, the description shall be construed to mean that the Offeror proposes to furnish equipment or supplies in accordance with such description and not in accordance with the City's specifications, and the City will evaluate the Offeror's proposal accordingly.

2.10 Exceptions.

A. An exception is any condition, limitation, qualification, restriction, term, or other deviation from the requirements of the Request for Proposals that is a condition of the Offeror's proposal or that the Offeror expects to become part of a contract with the City. Offerors are neither required nor encouraged to take exceptions to the requirements of the Request for Proposals. In some cases, where permitted by law, exceptions may count against an Offeror during the evaluation stage or the negotiation stage of the procurement process.

B. The Offeror shall state in its proposal each exception, including the page number, the part and section numbers, the specific text at issue, and the nature of the exception, except as follows:

1. If the Request for Proposals is one for "information technology" as defined in Va. Code § 2.2-2006, the Offeror shall not state in its proposal any exception to any liability provisions contained in the Request for Proposals. Instead, if the Offeror is selected for negotiations, the Offeror shall state any exception to any liability provisions contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

2. If the Request for Proposals is one for architectural or professional engineering services, the Offeror shall not state in its proposal any exception to any proposed contractual term or condition unless such term or condition is required by statute, regulation, ordinance, or standards developed pursuant to Va. Code § 2.2-1132 until after the qualified Offerors are ranked for negotiations. If the Offeror is selected for negotiations, the Offeror shall state any exception to any proposed contractual term or condition contained in the Request for Proposals in writing, including all of the information required by this section, at the beginning of negotiations.

C. If the Offeror fails, neglects, or refuses to note any exception in the manner and at the time required by this section, the Offeror agrees that it shall comply with the Request for Proposals as originally issued and modified by any addenda.

3.0 Warranties and Representations of Offeror.

3.1 Compliance with Request for Proposals Documents. By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that the Offeror is in compliance with all terms and conditions of this Request for Proposals.

3.2 Ethics in Public Contracting By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that (i) it has not violated any provisions of federal law, the Code of Virginia, the Charter of the City of Richmond, or the Code of the City of Richmond, (ii) its proposal is made without any understanding, agreement, or

connection with any other person, firm, corporation, or joint venture making a proposal for the same purposes, and is in all respects fair and without collusion or fraud, (iii) it has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with its proposal and (iv) it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged. The Offeror further warrants and represents that no officer, employee or other person whose salary is payable in whole or in part by the City is, shall be, or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this proposal, in the performance of the contract, in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof. In addition, the Offeror warrants and represents that the provisions of City Code §§ 21-274—21-285 (Va. Code §§ 2.2-4367—2.2-4377) pertaining to Offerors, contractors and subcontractors apply to this Request for Proposals and any resulting contract. The Offeror agrees that if these warranties and representations are in any respect breached, such breach shall constitute a material breach of any contract that the City may award to the Offeror and the Offeror shall pay to the City the full price agreed by the City to be paid for the supplies, materials, equipment or services to be furnished under its proposal.

3.3 **Lawful Age and No Others Have Interest.** By signing its proposal in response to this Request for Proposals, the Offeror represents that the Offeror is of lawful age and that no other person, firm, corporation or joint venture has any interest in this proposal or in the contract proposed to be entered into.

3.4 **No Debts to City.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that it is not in arrears to the City, upon debt or contract; is not a defaulter, as surety or otherwise, upon any obligation to the City; and has not been delinquent or unfaithful in any former contract with the City.

3.5 **Offeror Not Debarred.** By signing its proposal in response to this Request for Proposals, the Offeror warrants and represents that neither its organization nor any of its officers, directors, partners or owners is currently barred from bidding on contracts by any agency of the federal government, any agency of the Commonwealth of Virginia, any agency of any other state, or any other public body or agency thereof.

3.6 **No Kickbacks or Conflicts of Interest.** By signing its proposal in response to this Request for Proposals, the Offeror represents and warrants that it is in compliance with the provisions of section 2.3 ("Anti-Kickback Provision") of the General Terms and Conditions included with this Request for Proposals and, further, that the Offeror's firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the City, and that there are no principals, officers, agents, employees, or representatives of the Offeror's firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the City, pertaining to any and all

work or services to be performed as a result of this Request for Proposals and any resulting contract with the City.

3.7 State Corporation Commission Registration.

3.7.1 Generally. State law requires most business entities to register with the Commonwealth of Virginia's State Corporation Commission to obtain legal authorization to transact business in Virginia. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with the City shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

3.7.2 Form Required. Each Offeror organized or authorized to transact business in the Commonwealth of Virginia pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law, shall include in its proposal a statement describing why the Offeror is not required to be so authorized. Each Offeror shall indicate the above information on the State Corporation Commission Form included with the Request for Proposals.

3.7.3 Warranty. By signing its proposal in response to this Request for Proposals, the Offeror represents and warrants that all information the Offeror submits on its completed State Corporation Commission Form is true and complete at the time the Offeror submits its proposal and will remain true and complete throughout the duration of any contract between the City and the Offeror that results from this Request for Proposals. The Offeror agrees that the process by which compliance with Title 13.1 and Title 50 of the Code of Virginia is checked during the solicitation stage (including without limitation the State Corporation Commission Form provided) is streamlined and not definitive, and the City's use and acceptance of such form, or its acceptance of the Offeror's statement describing why the Offeror was not legally required to be authorized to transact business in the Commonwealth of Virginia, shall not be conclusive of the issue and shall not be relied upon by the Offeror as demonstrating compliance.

4.0 Submission of Proposals.

4.1 Copies. Offerors shall submit an original proposal, clearly identified as such and signed in blue ink by the Offeror's contractually binding authority. In addition, Offerors shall submit additional copies of their proposals in such number and such electronic and paper formats as may be specified in the Statement of Needs.

4.2 Labeling. All proposals must be sealed and labeled (on the outside of the sealed container), with the label displaying the following information:

Proposal for **RPD Records Management System**
Request for Proposals No. **B180003244**
Name of Offeror
Address of Offeror
Receipt and Closing Date

4.3 Recipient. All proposals are to be addressed and delivered by the date and time specified on the Cover Sheet to the Contract Specialist identified on the Cover Sheet.

4.4 Transmittal Letter. The proposal should include a transmittal letter that lists the following:

Firm's Name
Firm's Address
Contact Name and Telephone Number
Fax Number and E-mail Address

4.5 Closing Date. To be considered, a proposal must arrive at the address set forth in section 4.3 ("Recipient") on or before the time and date set forth on the Cover Sheet to this Request for Proposals. The City will not accept a proposal that is late. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. The Offeror shall not make any other distribution of proposals. However, materials or information received from a prospective contractor as result of a request by the Contract Specialist shall not be considered a violation of this section.

4.6 Multiple Proposals. An Offeror may submit more than one proposal. At least one of the proposals should be complete and should comply with all of the instructions contained in this Request for Proposals. Additional proposals may be in abbreviated form following the same format and providing only the information that is different from that in the complete proposal.

4.7 Separate Proposals. Proposals for separate Requests for Proposals shall not be combined on the same form or placed in the same envelope. At its option, the City may decline to consider such proposals.

4.8 Return of Proposal. All proposals submitted pursuant to this Request for Proposals will become the property of the City and will not be returned.

5.0 Evaluation and Selection Process.

5.1 Opening. At the designated time and date, the Department of Procurement Services will open and list the proposals for the record. This is not a public opening. The proposals will then be forwarded to the using agency and evaluation panel to initiate the review and selection process.

Proposals received after the date and time specified in section 4.5 ("Closing Date") are late and will be returned unopened at the Offeror's expense.

5.2 Evaluation. During the evaluation phase, an evaluation panel will review and score the proposals in accordance with the evaluation criteria set forth in the Request for Proposals. Some Offerors may be eliminated at this stage. Once the evaluation panel has completed this initial scoring, the evaluation panel may engage in discussions with Offerors not eliminated by the initial scoring to clarify specific matters presented in those Offerors' proposals. Discussions may include oral interviews or presentations or written communications as specified in the Request for Proposals or, if not so specified, at the sole discretion of the City. The evaluation panel will use information gained during these discussions together with information presented in the proposal to rank Offerors in accordance with the evaluation criteria stated in the Request for Proposals. The evaluation panel reserves the right to visit the premises of the Offeror if the evaluation panel determines that it is necessary to do so.

5.3 Samples. The Offeror shall furnish the City with samples of items, if requested, without charge, upon request and within ten calendar days of such request. The Offeror's failure to provide such samples within the specified time frame or to otherwise comply with this section shall be sufficient cause for the City, at its sole option, to reject the Offeror's proposal. If not destroyed and upon request at the time of submission, the City will return samples at the Offeror's expense.

5.4 Tests. The City reserves the right to conduct any test it may deem advisable and to make all evaluations necessary.

5.5 Negotiation with Offerors.

5.5.1 In General. The City may undertake negotiations with Offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria.

5.5.2 Procedure. Unless the Director of Procurement Services determines that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposals, including price if so stated in the Request for Proposals. Negotiations shall then be conducted with each of the Offerors so selected. (*See* City Code § 21-67.)

6.0 Award and Execution of Contract.

6.1 Award.

6.1.1 In General. The City will make the award to the responsible and responsive Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in this Request for Proposals.

6.1.2 Multiple Awards. The City reserves the right to make awards under this Request for Proposals to more than one Offeror if the City determines that doing so is in the best interests of the City. If the City makes multiple awards under this Request for Proposals, each contract awarded will specify the portion of the scope of services awarded to that Offeror.

6.2 Rejection of Proposals. The City reserves the right to reject any or all proposals, in whole or in part, and to delete items prior to making the award, whenever it is deemed in the sole opinion of the City to be in its best interest.

6.3 Nondiscrimination in Award. The City shall not discriminate against any Offeror in the solicitation or award of a contract based on this Request for Proposals because of race, religion, color, sex, national origin, age, disability, faith-based organizational status or any other basis prohibited by state law relating to discrimination in employment or because the Offeror employs ex-offenders unless the using agency has made a written determination that employing ex-offenders on the specific contract is not in its best interest.

6.4 Notice of Award. A contract is awarded only when the Director of Procurement Services signs the contract. The Contract Specialist may provide notice of the City's decision to award a contract prior to award of that contract by posting a notice of intent to award on the website of the Department of Procurement Services. A notice of intent to award means that the City intends to award the contract to the Offeror named in the notice ten calendar days after the notice is posted. Offerors are responsible for monitoring the website of the Department of Procurement Services for content posted thereon.

6.5 Contractual Obligation. The proposal submitted by the selected contractor and this Request for Proposals shall become an attachment to the contract signed by the City and the selected Offeror. Price quotations and other time-dependent information contained in proposals should be valid for a minimum of 90 days from the closing date of this Request for Proposals. The City may undertake negotiations with Offerors whose proposals show them to be qualified, responsible and capable of performing the work in accordance with the stated criteria. The City shall not be liable for any costs incurred by Offerors in connection with the preparation or submission of proposals and related materials or negotiations.

6.6 When Contractual Obligation Arises. No contract shall result from the submission of any proposal and no liability shall accrue with respect thereto until a written contract and any other necessary documents have been fully and completely executed by both the successful Offeror and the City.

6.7 Contract Execution Requirements. Upon notice of the award of a contract pursuant to this Request for Proposals, the successful Offeror shall sign the final contract document, a sample of which is included with this Request for Proposals, upon receipt thereof from the Contract Specialist, register in the City's online Supplier Portal, and furnish the insurance documents required by the General Terms and Conditions included with this Request for Proposals. The Offeror shall furnish the City with the signed contract and the required insurance documents and must have registered in the City's online Supplier Portal within 15 calendar days after the date of the notice of award or within such further time as the City

may allow. Once the City has received the signed contract and insurance documents from the successful Offeror, the City's representative will then sign the contract. The signature of the City's representative on the contract constitutes the award of the contract.

END OF INSTRUCTIONS TO OFFERORS

PART III
GENERAL TERMS AND CONDITIONS

1.0 Duration of Contract.

1.1 Commencement and Expiration. This Contract shall commence on the Commencement Date set forth in the Goods and Services Contract and shall expire two years later, unless terminated earlier in accordance with the provisions of this Contract.

1.2 Extension of Contract. The City reserves the right to extend the Contract for any reason for a period or periods up to but not to exceed 12 months. This extension clause may be exercised when the City determines that an extension of the Contract is advantageous to the City. Any extension beyond 12 months will be subject to section 1.3 ("Renewal"). This provision in no way affects or alters the ability of the City to renew the Contract consistent with section 1.3 ("Renewal"). If it is then decided to renew the Contract, the renewal date will commence on the day following the last day of the contract extension.

1.3 Renewal. The City may, at its sole option, renew this Contract for up to four additional one-year renewal terms by furnishing the Contractor with written notice of its decision to renew the Contract at least 60 calendar days before the expiration of the preceding term.

2.0 Contractor Responsibilities.

2.1 Independent Contractor. The Contractor shall provide the services required under this Contract as an independent contractor.

2.2 Advertising. The Contractor shall not use any indication of its services to the City for commercial or advertising purposes. However, the Contractor may list the City as a reference account for prospective customers.

2.3 Anti-Kickback Provision. The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

2.4 Century Compliance. The Contractor warrants that the hardware, software and firmware products, provided for use by the City or used by the Contractor to provide any service or commodity that is the subject of this Contract, individually and in

combination, shall successfully process, store and perform calculations with dates regardless of the century in which the dates occur.

2.5 **Compliance with Laws.** The Contractor shall comply with the provisions of any statutes, ordinances, rules, regulations, or other laws enacted or otherwise made effective by any local, state, or federal governmental entity which may be applicable to the performance of this Contract and shall obtain all necessary licenses and permits thereunder.

2.6 **Contractor Misrepresentation.**

2.6.1 **In General.** If the Contractor knowingly makes a material misrepresentation in submitting information to the City, such misrepresentation will be sufficient grounds for rescinding the award of this Contract.

2.6.2 **MBE/ESB Participation.** By issuing the Request for Proposals, the City intends that MBE / ESB participation proposed as part of any proposal in response hereto be binding on the Contractor. Consequently, if the Contractor falsely representing proposed MBE/ESB participation, or failing to comply with proposed participation, may be in breach of contract. Upon determination of a breach, the City shall have all available remedies for breach of contract, which may include, but is not limited to, one or more of the following: (i) forfeiture, (ii) investigation, and (iii) debarment.

2.7 **Drug-Free Workplace.**

2.7.1 **Policy.** City Council Resolution No. 2000-R197-191 prohibits the City from contracting with any contractor that fails to comply with this policy. The Contractor certifies that it has taken and will continue to take appropriate and effective action to (i) educate its employees about the dangers of drug abuse in the workplace, (ii) provide its employees with effective drug counseling, rehabilitation and employee assistance programs, any or all, (iii) discipline employees who violate the requirement of a drug-free workplace, and (iv) minimize, to the greatest extent possible, the risks of drugs entering the workplace. The Contractor is also prohibited from contracting with any other party that fails to comply with this policy. Failure by the Contractor or its subcontractor to comply with the provisions outlined above will be cause for termination of the Contract.

2.7.2 **Contractor's Plan.** The Contractor shall implement and maintain a Drug-Free Workplace Plan specific to the services and work covered by this Contract that is implemented and effectively used throughout the duration of this Contract to accomplish the requirements of section 2.7.1 ("Policy") above.

2.8 **Human Rights.**

2.8.1 **Civil Rights Act Compliance.** During the performance of this Contract, the Contractor agrees, pursuant to Resolution No. 74-R8-11 adopted February 25, 1974 by the Council

of the City of Richmond, to comply fully with Titles VI and VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder.

The essence of this requirement is found in the United States Code Annotated, Title 42, Section 2000e-2, which states in part:

"a. It shall be an unlawful employment practice for an employer:

(1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or

(2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individual's race, color, religion, sex or national origin."

By entering into this Contract, the Contractor certifies that it has complied with Titles VI and VII of the Civil Rights Act of 1964, as amended.

2.8.2 Richmond City Code Compliance. Pursuant to section 21-70 of the Code of the City of Richmond (2004), as amended:

(a) During the performance of this Contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(b) During the performance of this Contract, the Contractor shall include the provisions of subsection (1) of the section in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

2.9 **Intellectual Property.** The Contractor represents and warrants that all goods and services that it will furnish under this Contract do not and will not infringe on any valid copyright, patent, service mark or trademark. The Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Contractor or used by the Contractor in the performance of its services. The Contractor shall defend, hold harmless and indemnify the City from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

2.10 **Personnel.** The Contractor shall not replace a person indicated in the Contractor's proposal as being assigned to perform services under this Contract for the City except in accordance with the provisions of this section. If the Contractor wishes to replace such a person, the Contractor shall provide the contract administrator of the City with a résumé of any proposed substitute, the opportunity to interview the proposed substitute and an explanation of the reason the substitution is necessary. The contract administrator of the City will only approve such a substitution when, in their opinion, the proposed substitute has equal or greater qualifications and experience than the person replaced.

2.11 **Property of Work.**

2.11.1 **Work Product.** Any material, report or product, whether in electronic or paper form, that results from the execution of this Contract shall be the sole property of the City. The Contractor shall not copyright any material or reports. Upon request, the Contractor shall turn over all work papers and related documents to the City.

2.11.2 **City Property.** Any data or material with which the City furnishes the Contractor shall remain the property of the City. When it no longer needs such data or material for its performance of this Contract, the Contractor shall return such data or material to the City or destroy such data or material using a method approved by the City.

3.0 **Payment.**

3.1 **Basis.** The City shall pay the Contractor for all goods delivered and services performed under this Contract in accordance with the pricing provisions set forth in the Contract Documents.

3.2 **Schedule.** The Contractor shall invoice the City on a schedule in accordance with the Contract Documents.

3.3 **Terms.** The City shall pay the Contractor as follows: Net 45 days.

3.4 **Subject-to-Appropriations.** All payments and other performance by the City under this Contract are subject to annual appropriations by the City Council; consequently, this Contract shall bind the City only to the extent that the City Council appropriates sufficient funds for the City to perform its obligations hereunder.

3.5 **When City Obligated to Pay.** The City shall not be obligated to purchase or pay for any goods or services covered by this Contract unless and until they are ordered and either delivered or performed, as the case may be.

3.6 **Offset Clause.** Pursuant to the Richmond City Charter, the City may withhold the payment of any claim or demand by any person, firm or corporation against the City until any delinquent indebtedness or other liability due the City from such person, firm or corporation shall first have been settled and adjusted.

3.7 **Taxes.** All prices shall be submitted exclusive of direct Federal, State and Local Taxes. The City shall not be liable for the payment of any taxes levied by any local, state, or federal governmental entity against the Contractor, and the Contractor shall pay all such taxes; furthermore, should the City nevertheless pay any such taxes, the Contractor shall reimburse the City therefor.

3.8 **Invoices.** The Contractor shall submit invoices that include a unique invoice number, the applicable City purchase order number, and the Contractor's federal Taxpayer Identification Number. All invoices submitted by the Contractor must set forth each item billed in sufficient detail to enable the City to ensure that the item was ordered and corresponds with the contract price for such item. If the Contractor does not include all of the required information on the invoice, the City may reject and return the invoice unpaid. The Contractor shall submit the original invoice to the City's Department of Finance at either:

accountspayable@richmondgov.com

or

City of Richmond
Accounts Payable
900 East Broad Street
Richmond, VA 23219.

The City prefers that the original invoice be sent to the above electronic mail address to facilitate timely payment. The Contractor shall submit a duplicate invoice to the attention of the "Requester" identified on the purchase order at the "Ship To" address identified on the purchase order.

3.9 **MBE/ESB Participation—Reporting Requirement.** In cases where the Contractor uses a minority subcontractor or vendor, it shall indicate the percentage of the invoiced

amount that such minority subcontractor or vendor performed on the MBE-3 form available on the City's website. The Contractor shall submit this form directly to the Office of Minority Business Development. The Contractor may contact the City's Office of Minority Business Development at (804) 646-3985 for questions or clarifications on the reporting policy. At the end of its performance of this Contract, the Contractor shall submit a summary in a format designated by the City of all payments made to minority subcontractors or contractors.

3.10 **Payment by ACH.** The Contractor agrees that the City may make all payments to the Contractor, at the option of the City, of any or all amounts due under this Contract through the Automated Clearing House network.

4.0 **Indemnification and Insurance.**

4.1 **Indemnification.** The Contractor shall indemnify, defend and hold harmless the City, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses (including court costs and reasonable attorneys' fees) arising from any material default or breach by the Contractor of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Contractor, its officers, agents and employees. Further, the Contractor shall assume the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Contractor, its subcontractors, its agents or its employees under or in connection with this Contract. The Contractor shall hold harmless and indemnify the City, and its agents, volunteers, servants, employees, and officers from and against any and all claims, losses or expenses, including but not limited to court costs and attorneys' fees, which any of them may suffer, pay or incur as the result of claims or suits due to, arising out of or in connection with any and all such damage, real or alleged. The Contractor shall, upon written demand by the City, assume and defend at the Contractor's sole expense any and all such claims or legal actions.

4.2 **Insurance.** The Contractor shall provide and maintain throughout the life of this Contract insurance in the kinds and amounts specified in this section with an insurer licensed to transact insurance business in the Commonwealth of Virginia. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and shall be countersigned by duly authorized local agents of such insurers.

4.2.1 **Costs and Premiums.** The Contractor shall pay all premiums and other costs of such insurance. The consideration paid or to be paid to the Contractor for the performance of the Contract includes the premiums and other costs of such insurance, and neither the City shall be responsible therefor.

4.2.2 **Policy Requirements.** All insurance contracts and policies shall provide, or be endorsed to provide, as follows:

a. Subrogation against the City shall be waived.

b. The City, and its officers, employees, agents and volunteers shall be listed as an additional insured, except for Workers Compensation and Professional Liability.

c. Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City.

d. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

No insurance contract or policy shall be expanded to afford coverage which is greater than the maximum coverage approved for writing in the Commonwealth of Virginia.

4.2.3 **Evidence to Be Furnished.**

4.2.3.1 **Endorsements.** The Contractor shall furnish the City with a copy of the policy endorsement listing the City, and its officers, employees, agents and volunteers as an additional insured for each policy, other than Workers Compensation and Professional Liability, required under this section 4.2 ("Insurance"). The Contractor shall furnish the City with copies of such other endorsements as may be required under this Contract upon request by the City therefor.

4.2.3.2 **Certificates of Insurance.** The Contractor shall furnish the City with a certificate of insurance evidencing the above coverage, indicating that the City, and its officers, employees, agents and volunteers are listed as additional insured for each policy, other than Workers Compensation and Professional Liability, and that the coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' written notice to the City. All certificates of insurance shall show the Contract Number assigned to this Contract by the City.

4.2.3.3 **Contracts and Policies.** The Contractor is not required to furnish the City with copies of insurance contracts or policies required by this section 4.2 ("Insurance") unless requested at any time by the City's Director of Procurement Services.

4.2.4 **Schedule of Coverage.** The Contractor shall provide and maintain the following types of insurance in accordance with the requirements of this section 4.2 ("Insurance"):

a. Commercial General Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

b. Automobile Liability Insurance with a combined limit of not less than $1,000,000 per occurrence.

c. Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.

d. Either (a) for professional services, Professional Liability Insurance with limits of not less than $1,000,000 per claim, or (b) for non-professional services, Errors and Omissions Insurance with limits of not less than $1,000,000 per occurrence.

5.0 Assignment, Delegation and Subcontracting.

5.1 By City. The City may assign their rights or delegate their duties, in whole or in part, under this Contract by written notice delivered to the Contractor. Such transfer of rights or duties shall take effect upon the date specified in the notice or upon the assumption, if necessary, of the delegated duties by the assignee, whichever is later.

5.2 By Contractor. The Contractor shall not assign its rights or delegate its duties, or any part thereof, under this Contract without the prior written consent of the City. Further, the Contractor shall not assign, sublet or transfer its interest or any part thereof in this Contract by means or as part of any sale, merger, consolidation, assignment or any other event that would result in new or different ownership, control, operation or administration of the Contractor's business affairs without the prior written consent of the City.

5.3 Subcontracting. This Contract shall not be subcontracted without the prior written approval of the City's Director of Procurement Services.

6.0 Remedies and Termination.

6.1 Default. In case of default of the Contractor or if the Contractor fails to deliver the supplies or services ordered by the time specified, the City, after due notice in writing, may procure them from other sources and hold the Contractor responsible for any excess cost occasioned thereby. This remedy shall be in addition to any other remedies available to the City.

6.2 Termination with Cause.

6.2.1 Notice. The City may terminate this Contract with cause at any time for the Contractor's failure to perform its obligations under this Contract or to otherwise adhere to the terms and conditions of this Contract by delivery of written notice to the Contractor of the intent of the City to so terminate. Such notice shall be delivered at least seven calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.2.2 Cure. If the Contractor cures the failure to perform or otherwise adhere to the terms and conditions of this Contract to the satisfaction of the City, indicated in writing to the

Contractor, during this seven calendar day period, then the notice of termination with cause shall be deemed null and void.

6.2.3 **Effect.** Upon such termination, the City shall be liable only to the extent of costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and only upon delivery to the City of all completed or partially completed work performed by the Contractor. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation.

6.3 Termination without Cause.

6.3.1 **Notice.** The City may terminate this Contract without cause by delivery of written notice to the Contractor of the City's intent to so terminate. Such notice must be delivered at least 90 calendar days prior to the date of termination and must otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.3.2 **Effect.** Upon such termination, the City shall be liable only to the extent of any (i) costs which may be reimbursable under this Contract that have been submitted by the Contractor and approved by the City up to the time of termination and (ii) fees to which the Contractor may be entitled under this Contract as a result and only upon delivery to the City of completed or partially completed work. The City shall have full right to use such work in any manner when and where it may designate without claim on the part of the Contractor for additional compensation. No termination notice will relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of termination.

6.4 Termination by Contractor.

6.4.1 **Notice.** The Contractor may terminate this Contract if the City Council does not appropriate sufficient funds for the City to perform its obligations under this Contract by delivery of written notice to the City of the Contractor's intent to so terminate. Such notice shall be delivered at least 45 calendar days prior to the date of termination and shall otherwise be given in accordance with the requirements of this Contract for the delivery of notices.

6.4.2 **Cure.** If the City cures the non-appropriation of funds by appropriating sufficient funds during this 45 calendar day period, then the Contractor's notice of termination shall be deemed null and void.

6.4.3 **Effect.** Upon such termination, the Contractor shall have no further obligations under this Contract.

6.5 **Waiver.** The waiver by any party of any term or condition of this Contract shall not be deemed to constitute either a continuing waiver thereof or a waiver of any further or additional right that such party may hold under this Contract.

7.0 Dispute Resolution.

7.1 Governing Law. All issues and questions concerning the construction, enforcement, interpretation and validity of this Contract, or the rights and obligations of the City and the Contractor in connection with this Contract, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

7.2 Construction and Interpretation. Each of the parties has had the opportunity to have its legal counsel review this Contract on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by the parties. Neither the form of this Contract, nor any language herein, shall be construed or interpreted in favor of or against any party hereto as the sole drafter thereof.

7.3 Contractual Claims.

7.3.1 Notice and Submission. The Contractor shall give written notice of its intention to file a contractual claim at the time of the occurrence or the beginning of the work upon which the claim is based. In addition to such notice of its intention to file a claim, the Contractor shall submit all contractual claims, whether for money or other relief, in writing to the City's Director of Procurement Services no later than 60 calendar days after final payment. (*See* City Code § 21-167(a); *see also* Va. Code § 2.2-4363(A).)

7.3.2 Required Contents of Claim Submission. The Contractor's claim submission shall (i) set forth the primary, secondary and indirect claim issues in a clear, concise manner, (ii) identify the specific contract provisions, schedule impact and cost consequences related to each claim issue, and (iii) include all factual data supporting the claim as well as all supporting cost and delay data. The City's Director of Procurement Services, in the Director's sole discretion, may return claim submissions lacking any of the elements enumerated in the preceding sentence for resubmission or review the claim as though the missing elements are not factually present to support the claim. Such return of a claim submission shall not toll the 60-day period within which the Contractor must submit a claim.

7.3.3 Procedures and Time Limit. The procedures set forth in this section 7.3 ("Contractual Claims") and in City Code § 21-167 shall govern the consideration of contractual claims. The City's Director of Procurement Services shall issue a written decision on a claim no later than 90 calendar days after receipt of such claim in writing from the Contractor. (*See* City Code § 21-167(b); *see also* Va. Code § 2.2-4363(B).)

7.3.4 No Action before Decision. The Contractor may not invoke administrative procedures as provided in City Code § 21-168 or institute legal action as provided in City Code §

21-169 prior to receipt of the decision on the claim, unless the City's Director of Procurement Services fails to render such decision within the 90-day time limit. A failure of the City's Director of Procurement Services to render a final decision within the 90-day time limit shall be deemed a final decision by the City denying the claim. (*See* City Code § 21-167(c); *see also* Va. Code § 2.2-4363(D).)

7.3.5 **Finality of Decision.** The decision of the City's Director of Procurement Services shall be final and conclusive unless the Contractor appeals within 30 calendar days of the date of the final decision on the claim by the Director either as provided in City Code § 21-168 for administrative appeals or, in the alternative, by instituting legal action as provided in City Code § 21-167. (*See* City Code § 21-167(d); *see also* Va. Code § 2.2-4363(E).)

7.3.6 **No Cessation of Performance.** Nothing in this section 7.3 ("Contractual Claims") shall be construed to authorize or permit the Contractor, while pursuing, by any available procedure, an appeal of a contractual claim or dispute, to cease performance of the Contract while such claim or dispute is pending. (*See* City Code § 21-167(e).)

7.4 **Alternative Dispute Resolution.** The City's Director of Procurement Services, with the concurrence of the City Attorney, may agree in writing on behalf of the City to submit particular disputes arising from this Contract to arbitration and to utilize mediation and other alternative dispute resolution procedures; however, any such procedures entered into by the City shall be nonbinding. (*See* City Code § 21-170; *see also* Va. Code § 2.2-4366.)

7.5 **Forum and Venue Choice.** Any and all disputes, claims and causes of action arising out of or in connection with this Contract, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in a federal or state court located in the city of Richmond, Virginia. The Contractor accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

8.0 **Miscellaneous Provisions.**

8.1 **Audit.** The City reserves the right to audit all aspects of this Contract, including but not necessarily limited to (i) the Contractor's financial capability and accounting system, (ii) the basis for progress payments, (iii) the Contractor's compliance with applicable laws and (iv) appropriate vendor records. The City further reserves the right to review, on demand and without notice, all files of the Contractor or any subcontractor or vendor employed by the Contractor to provide services or commodities under this Contract where payments by the City are based on records of time, salaries, materials or actual expenses. The Contractor shall maintain all records subject to audit under this provision locally or in a manner deliverable at the Contractor's expense to a location in the metropolitan Richmond area.

8.2 **Captions.** This Contract includes the captions, headings and titles appearing herein for convenience only, and such captions, headings and titles shall not affect the construal, interpretation or meaning of this Contract.

8.3 **Force Majeure.** If any party is unable to perform its obligations under this Contract due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.

8.4 **Merger / Entire Agreement.** This Contract, including the exhibits incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the City and the Contractor regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the City and the Contractor regarding this Contract's subject matter shall be of any effect.

8.5 **Modification.** This Contract shall not be amended, modified, supplemented, or otherwise changed except in the form of a City Contract Modification signed by the authorized representatives of the City and the Contractor in accordance with the City's Purchasing Policies and Procedures.

8.6 **No Third-Party Beneficiaries.** Notwithstanding any other provision of this Contract, the City and the Contractor hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Contract; (ii) the provisions of this Contract are not intended to be for the benefit of any individual or entity other than the City or the Contractor; (iii) no individual or entity shall obtain any right to make any claim against the City or the Contractor under the provisions of this Contract; and (iv) no provision of this Contract shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Contract.

8.7 **Notices.**

8.7.1 **In General.** Any written notice by any party to the Contract shall be sufficiently given by any one or combination of the following, whichever shall first occur: (i) delivered by hand to the last known business address of the person to whom the notice is due, (ii) delivered by hand to the person's authorized agent, representative or officer wherever they may be found or (iii) enclosed in a postage prepaid envelope addressed to such last known business address and delivered to a United States Postal Service official or mailbox. Notice is effective upon such delivery.

8.7.2 **Address.** All notices to the City shall clearly indicate the Contract Number assigned to this Contract by the City and shall be directed to:

Director of Procurement Services
Department of Procurement Services
City of Richmond
900 East Broad Street, Room 1104
Richmond, Virginia 23219

All notices to the Contractor shall be directed to the contact person stated at the address given in the Contractor's proposal.

END OF GENERAL TERMS AND CONDITIONS

PART IV
SPECIAL PROVISIONS

1.0 Electronic Submission

A redacted copy of the proposal should be submitted electronically. The City prefers this copy be via USB; however, a CD will be accepted. If the Offeror's proposal contains proprietary or confidential information, or trade secrets, the Offeror **must** submit one (1) additional redacted electronic copy.

2.0 Cooperative Procurement

A. Pursuant to City Code § 21-40 / Va. Code § 2.2-4304, this procurement is being conducted on behalf of other public bodies as well as the City. Other public bodies must make their own legal determinations as to whether use of this Contract is consistent with their laws, regulations and other policies.

B. Unless the Contractor took exception to the requirements of this section at the time the Contractor submitted its response to the solicitation resulting in this Contract, the Contractor shall allow public bodies, as defined by the Virginia Public Procurement Act, within the United States of America to make purchases under this Contract at the prices set forth herein and in accordance with the terms, conditions and specifications of this Contract. Exception to this requirement by a respondent to the solicitation shall not affect any evaluation by the City of that respondent's response to the solicitation.

C. The Contractor shall deal directly with any public body that elects to use this Contract. Solely for purposes of the relationship between the Contractor and such other public body that makes purchases under this Contract, such other public body shall have the rights and obligations ascribed to the City by this Contract.

D. The City, its officers and its employees shall not be responsible for the placement of orders, invoicing, payments, contractual disputes or any other transactions between the Contractor and any other public body. In no event shall the City, its officers or its employees be responsible for any costs, damages or injuries resulting to any party from the use of the resulting contract by another public body. Should another public body make purchases under the resulting contract and breach or default in its obligations to the Contractor, the City shall have no liability for such breach or default by the other public body.

E. The City assumes no responsibility for any notification of the availability of this Contract for use by other public bodies. However, the Contractor may conduct such notification after award of this Contract.

F. The Contractor shall furnish the City with semiannual reports identifying all other public bodies which used this Contract within the six months preceding the report, the quantities purchased from the Contractor by each, and the dollar amounts paid to the Contractor by each.

3.0 Continuity of Services

A. The Contractor recognizes that Contract Services are vital to the City and must be continued without interruption and that, upon Contract expiration, a successor, either the City or another Contractor, may continue them. The Contractor agrees:

   i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor; and

   ii. To make all City-owned owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the Contract to facilitate transition to successor; and

B. The Contractor shall, upon written notice from the City, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the City's written approval.

4.0 Pop-Up Windows/Advertisements

The Contractor warrants that there shall be no "pop-up" advertisement windows or advertisement banners of any nature displayed at any time during a user's session.

5.0 Technology Improvements

Contractor agrees to provide the City with written notification of any known hardware, services, firmware, or software changes at least 60 days, or sooner if agreed to by the in writing, in advance of any proposed date for implementing such changes that may affect the features, functionality, or method of operation or delivery of any Service or Product offered under this Contract. Such changes shall take place only after review by the City, **and upon the written mutual agreement of all parties.** Upon the City's request, the Contractor shall promptly provide all documentation needed to evaluate the impact of such changes.

6.0 Warranty of Shutdown Devices

The Contractor warrants that the services provided under the Contract shall not contain any lock, counter, CPU reference, virus, worm, or other device capable of halting operations or erasing or altering data or programs. Contractor further warrants that neither it, not is agents, employees, or subcontractors shall insert any shutdown device following implementation of the service.

7.0 Known Defects.

The Contractor shall **promptly notify the City in writing of any defects or malfunctions in the Solution or Documentation of** which it learns from any source other than the City, correct any such defects or malfunctions or provide a work around until corrected, within two (2) days of Contractor's knowledge of such defect or malfunction and provide all Authorized Users with corrected copies of same.

8.0 Price Adjustments.

At its sole discretion, the City may permit price adjustments only at the time of Contract renewal, and only where verified to the satisfaction of the Contract Specialist. The contract pricing for any renewal period following the Initial Term shall not exceed the lesser of: a) 3% of the contract pricing for the prior term, or; b) the contract pricing for the prior period, increased/decreased by more than the percentage increase/decrease of the United States (US) Department of Labor's (DOL) Bureau of Labor Statistics' (BLS) "Computer software and accessories " category of the Consumer Price Index for All Urban Consumers(CPI-U), not seasonally adjusted, section of the Consumer Price Index for the latest twelve (12) months for which statistics are available.

Exhibit I
Functional Specifications

Please refer to the attached Excel Workbook, entitled "RFP B180003244_RPD RMS Functional Specifications_FINAL" for the required functional specifications of each module within the application.

Offerors must complete Exhibit 1 (RFP B180003244_RPD RMS Functional Specifications_FINAL) to this Request for Proposals and submit the same within this Tab 10 of the Offeror's proposal. Any deviations must be specifically noted by the Offeror on Exhibit 1 and additional sheets may be attached thereto, if necessary.

The worksheets within the Excel Workbook are locked, except for the last two columns where Offerors will need to provide information. These are the only two columns editable without a password.

The Workbook can be downloaded here:
http://www.richmondgov.com/procurement/documents/bids/RFP_B180003244_RPD_RMS_Functional_Specifications.xlsx .

Exhibit II
Sample Services & Pricing Schedule

The City desires a SaaS (Software as a Service) model, to include a "Site License Price". Please state Annual Membership Fee and annual increase (if any). The City would prefer a minimum of a 5-year total cost to include any annual increases if applicable.

Please complete below with your pricing information based on the following:

- Total Sworn Personnel: 750 Officers
- Total Concurrent Civilian Users: 250 Users
- Data Size for Migration and Conversion: 4TB

Description	Cost	Cost Per User
Law Enforcement Records Management, Incident Report Mobile Data System – Site License		
Annual Support / Maintenance / Membership		

Description	Est. Hours (Minimum)	Cost (Per Hour/Day)	Cost (Total Cost)
Data Conversion			
Data Migration			
Project Management and Installation			
Pre-System Setup			
RMS Training			
Administrator Training			
On Site Go Live Support			

Mobile Training (can be web based)			
Mobile Training (can be web based)			
GIS Mapping Setup			
Third Party Cost			

Please use the field below to provide any additional clarification or explanation of pricing and licensing:

Exhibit III
Existing Systems
EXISTING SYSTEMS/NETWORKS/APPLICATIONS REQUIRING DATA EXCHANGE SERVICE WITH RMS

STATE AND NATIONAL SYSTEMS/NETWORKS:

1. Local Inmate Data System (LIDS)
2. Keefe Commissary Network (KCN) Access Corrections
3. Virginia Department of Motor Vehicles Traffic Records Electronic Data System (TREDS)
4. FBI National Crime Information Center (NCIC)
5. Virginia Criminal Information Network (VCIN)
6. Virginia State Police Central Criminal Records Exchange (CCRE) Live Scan
7. LexisNexis

CITY-BASED APPLICATIONS:

1. QueTel
2. Intergraph CAD
3. InVise

Exhibit IV
Sample City of Richmond Contract
CITY OF RICHMOND
GOODS AND SERVICES CONTRACT

This Contract, dated this _____ day of _____, 20____ (the "Commencement Date") between the City of Richmond, Virginia (the "City") and <CONTRACTOR NAME> (the "Contractor"), is binding among and between these parties as of the date of the City's final signature.

WHEREAS, the City has awarded the Contractor this Contract pursuant to Request for Proposals No. <NUMBER> (the "Request for Proposals") for <SUBJECT MATTER OF REQUEST FOR PROPOSALS>.

THEREFORE, in consideration of the Recital set forth above and good and valuable consideration as set forth below, the parties agree as follows:

1. **Scope of Contract.** The Contractor shall provide the goods and services to the City as set forth in the Contract Documents enumerated in Section 3 below.

2. **Contract Amount.** The maximum authorized contract amount for this Contract is <AMOUNT IN WORDS> U. S. dollars ($<AMOUNT IN NUMERALS>). The aggregate of all payments by the City under this Contract shall not exceed this amount. All payments shall be as provided in the Contract Documents.

3. **Contract Documents.** This Contract shall consist of the following Contract Documents, listed in order of precedence from highest to lowest:

   A. This Goods and Services Contract between the City and the Contractor.
   B. The Terms and Conditions attached to the Request for Proposals (as modified by any addenda).
   C. The Statement of Needs attached to the Request for Proposals (as modified by any addenda).
   D. The Contractor's proposal dated <DATE>.
   E. The Instructions to Offerors attached to the Request for Proposals (as modified by any addenda).

   All of these documents are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto on the latest day and year written below have executed this Contract.

For the CONTRACTOR:

By: _____
(signature in ink) *Date*

_____
(typed name)

_____
(typed title)

IF A CORPORATION, AFFIX CORPORATE SEAL

For the CITY:

By: _____
Betty J Burrell *Date*
Director of Procurement Services

MBE/ESB PARTICIPATION FORM (MBE-2)

Minority Business Development
900 East Broad Street
City Hall, 16th Floor, Suite 1603
Richmond, VA 23219
Office· (804) 646 5947
Fax· (804) 646-0136
http://www.RichmondGov.com/MBD

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB) It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA

COMPANY NAME:		PROJECT NAME/CONTRACT No.	
CONTACT NAME:	PHONE #	Fax#	Email:
BUSINESS LICENSE No.	BUSINESS LICENSING JURISDICTION:	FED ID NO/SSN	

PROPOSED PARTICIPATION CODES

A– First, Second, and/or Third Tier Subcontracting B–Supply Purchases
C–Joint Venture D– Mentor-Protégé E – Other Credibly Viable Method

OWNERSHIP CODES

1 – African American 2 – Hispanic American 3 – Asian American
4 = American Indian 5 = Other (Specify Below)

ENTER CODES BELOW

Minority / Emerging Small Business Commitments

	SUBCONTRACTOR NAME / ADDRESS	PHONE / FED ID NO./SSN	SCOPE OF WORK FOR PARTICIPATION IN CONTRACT	DOLLAR AMOUNT / % OF CONTRACT	PARTICIPATION / OWNERSHIP
1	ABC Co., Inc. 110 Main Street Anywhere, USA	(XXX) 555-5555 54-XXXXXX	Concrete Work Other Excavation	$20,000 10%	A 2
2					
3					

*IF OWNED TYPE "5 = OTHER" SPECIFY HERE:

TOTAL DOLLAR AMOUNT

TOTAL % OF CONTRACT

MBE/ESB PROJECT GOAL ESTABLISHED BY THE CITY OF RICHMOND

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL: **DATE:**

MBE/ESB-2 Participation Commitment Form Revised Date 4/9/2015

INSTRUCTIONS / DEFINITIONS

1. **SUBCONTRACTOR** – a business hired by the prime contractor to perform a specific aspect of the contract. (Provide name of company, address and telephone number.)

2. **SCOPE OF WORK –** A commercially useful function performed by the contractor.

3. **EMERGING SMALL BUSINESS (ESB)** – A business that (1) has been certified by the Office of Minority Business Development (OMBD) for a period of seven years or less, (2) has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction business or of $250,000 or less if engaged in non construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.

4. **MINORITY BUSINESS ENTERPRISE (MBE)** – A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock, which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.

5. **FIRST, SECOND, AND/OR THIRD-TIER SUBCONTRACTING** – The scope of work that is initially contracted by the prime contractor to a subcontractor is considered 1st tier subcontracting. If that subcontractor further subcontracts all or a portion of the work, it becomes 2nd-tier subcontracting. Likewise, if the 2nd-tier subcontractor decides to subcontract a portion of the work, it is 3rd tier subcontracting. The prime contractor will receive credit for 100% of the dollar value of the 1st, 2nd, 3rd-tier subcontracting for MBE/ESB participation. In summary, only work performed by MBE/ESBs counts toward the minority participation goal Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6 1.0 through 6 5.10.

6. **SUPPLY PURCHASES** The prime contractor will receive credit for 100% of the dollar value of supplies purchased from an MBE/ESB.

7. **MENTOR/PROTÉGÉ** – An arrangement based on a written development plan, approved by the City, which clearly sets forth the objectives of the parties and their respective roles, the duration of the arrangement and the services and resources to be provided by the mentor to the protégé. **MBE/ESB credit for a legitimate mentor/protégé arrangement will be four (4) points toward the satisfaction of the MBE/ESB goal for the specified project.**

8. **JOINT VENTURE –** An arranged partnership of the MBE/ESB and one or more other firms to carry out a single, for-profit project, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the MBE/ESB is responsible for a distinct, clearly defined scope of work and whose share of the capital contributions, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. **MBE/ESB credit for legitimate joint ventures will be five (5) points toward the satisfaction of the MBE/ESB goal for a specified project.**

9. **OTHER CREDIBLY VIABLE METHODS – BLANKET BONDING –** The prime contractor covers the bonding requirement for the subcontractor. **MBE/ESB credit for Blanket Bonding will be two (2) points toward the satisfaction of the MBE/ESB goal for a specified project.**

   Apprenticeship – An apprentice that is bound to work for another for a designated amount of time in return for instruction in a trade or business. **MBE/ESB credit for Apprenticeship will be one (1) point toward the satisfaction of the MBE/ESB goal for a specified project.**

10. **DOLLAR AMOUNT & PERCENTAGE OF CONTRACT –** MBE/ESB monetary value and percentage of the subcontract.

MONTHLY COMPLIANCE REPORT (MBE-3)

Minority Business Development
900 East Broad Street
City Hall, 16th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136
Email: mbd.compliance@richmondgov.com
http://www.richmondgov.com/MBD

PLEASE ATTACH INVOICES FROM YOUR SUBCONTRACTORS

Contractor/Subcontractor	Sheet of	Month/ Year	Date Submitted to the City of Richmond
Project Name		Contract No.	

Vendor Name Address Phone No./Fed ID No. or SSN	MBE		ESB		NON MBE/ESB		Subcontract Complete		Scope of Work
	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date	Paid This Month	Paid-to-Date			
	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.	Date Paid	Subcontract amt.	Yes	No	
ABC Co., Inc. 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	$2,000	$8,000					☐	☐	
	3/01/2008	$30,000							
							☐	☐	
							☐	☐	
							☐	☐	
							☐	☐	
							☐	☐	
							☐	☐	

MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

Minority Business Enterprise/Emerging Small Business

Monthly Compliance Monitoring Report

Instructions/Definitions

1. **Vendor Name, Address, Phone No., Federal ID No.**- provide vendor name, address, phone number and include Federal ID number in column.

2. **MBE Paid This Month/Date Paid**- provide amount paid to MBE subcontractor/supplier during current pay application. (Definition of Minority Business Enterprise (MBE)- a business that is at least 51% owned and controlled by minority group members. In case of a publicly owned business, at least 51% of the stock is minority owned and minority group members control the business. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American, or American Indian.
MBE Paid to Date – provide total amount paid to MBE subcontractor/supplier up to this pay application
Dollar Value of Subcontract – provide total subcontract dollar amount of original contract agreement. In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10.

3. **ESB Paid This Month** – provide amount paid to ESB subcontractor/supplier during current pay application. (Definition of Emerging Small Business (ESB) – a business that (1) has been certified by the Office of Minority Business Enterprise for a period of seven years or less, (2) In summary, only work performed by MBE/ESBs counts toward the minority participation goal. Refer to City of Richmond Office of Minority Business Development Policy and Procedures Section 6-1.0 through 6-5.10. has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction of business or of $250,000 or less if engaged in a non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City Business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.
ESB Paid to Date – provide total amount paid to ESB subcontractor/supplier up to this pay application.
Dollar Value of Subcontract – provide total subcontract dollar amount of original contact agreement.

4. **NON-MBE/ESB Paid This Month / Date Paid** – provide amount paid to subcontractor/supplier during current pay application.

5. **Subcontract Completed** – did the subcontract work or supplier satisfy the conditions of the contract agreement?

6. **Scope of Work** – describe work or service performed.

7. **Invoices** – include all invoices for all payments.

8. **MBE-3 Report & Invoices** – all MBE-3 forms and invoices can be mailed or emailed to MBD.Compliance@RichmondGov.com

MBE-ESB-3 Monthly Compliance Report Form – Revised Date 9/1/2015

Minority Business Development
900 East Broad Street
City Hall, 16th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136
http://www.richmondgov.com/MBD

Good-Faith Minority Business Enterprise and Emerging Small Business Participation Efforts Documentation of Contacts

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

Request for Qualification or Request for Proposals No.: _____

Project Name: _____

Name of Contractor: _____

Part I – Method of Contact

How did you contact each Minority Business Enterprise or Emerging Small Business?

A. **Telephone.** For each firm contacted: ☐ **YES** ☐ **NO** **How many MBE/ESB firms were contacted?**
- State the name of the firm, the name of the person contacted, the telephone number contacted and the date of the contact.

B. **Fax.** For each firm contacted: ☐ **YES** ☐ **NO** **How many MBE/ESB firms were faxed information regarding this project?**
- State the name of the firm, the fax number contacted and the date of the contact.
- Attach a copy of the fax transmittal sheet indicating receipt of the fax.

C. **E-Mail.** For each firm contacted: ☐ **YES** ☐ **NO** **How many MBE/ESB firms were emailed?**
- State the name of the firm, the name of the person contacted by e-mail, the e-mail address at which you contacted the person and the date of the contact.
- Attach a copy of the e-mail sent. All copies of e-mails must include metadata indicating "From," "To" and "Cc" e-mail addresses as well as the date and time of the e-mail.

D. **Newspapers and Other Publications.** For each advertisement placed in a newspaper or other publication: ☐ **YES** ☐ **NO**
- State the name of the newspaper or other publication and the date or dates on which the advertisement was published.
- Attach a copy of both the published advertisement and any solicitation advertised.

E. **Other.** For methods of contact not included above: ☐ **YES** ☐ **NO** **If yes, see below instructions**
- Describe the nature of the contact.
- As applicable, state the name of the person contacted, the name of the firm contacted and the date of the contact.
- Attach a copy of any written documentation of the contact.

Attachment A sets forth the form in which the information required above must be submitted.

MBE/ESB-4 Good Faith Effort Form - Revised Date 1/1/2014

(Turn Over)

Attachment A – Form of Information Documenting Method of Contact

MBE/ESB Name Contact Person Address Phone Number Fed ID Number	Telephone	Fax	Email	Newspaper or Other Publication	Other	Response of Contacted Firms	Enter Below Code for Ownership of each MBE Firm.
	Telephone # & Date of Contact	Fax # & Date of Contact	Email Address & Date of Contact	Name of Newspaper or Other Publication Date (s) of Advertisement	Separate Written Statement with any supporting documentation for each contract	MBE/ESB Response Yes, No, No Response or Comment	1 = African American 2 = Hispanic American 3 = Asian American 4 = American Indian 5 = Other (Specify Below)
ABC Co., Inc. Joe Johns 110 Main Street, Anywhere, USA (XXX) 555-5555 54-XXXXXX	(804) 555-5555 01/28/09	(804) 555-5555 01/28/09	ABC@gmail.com	Times Dispatch	See Attachment	Yes	1

Additional copies can be made

Minority Business Development
900 East Broad Street
City Hall, 16th Floor
Richmond, VA 23219
Office: (804) 646-5947
Fax: (804) 646-0136
http://www.richmondgov.com/MBD

MBE/ESB Past Good Faith Efforts Participation Form

All firms listed in this directory have registered with the City of Richmond as a minority owned business (MBE) or certified as an Emerging Small Business (ESB). It should be noted, that there are MBE businesses listed in this directory that are not certified. Therefore, any prime contractor/vendor desiring to use a registered MBE firm that is not certified, must be aware, that the registered MBE firm has 180 days to get certified or before the completion of the contract, whichever is less, or the prime contractor/vendor risks not receiving credit toward the minority participation goal for the said project.

COMPANY DATA

COMPANY NAME:		**CONTRACT NAME/NO:**
CONTACT NAME:	**PHONE #**	**Fax#**
Email Address:		
How long has your firm been in Business?		

If you can verify your firm has made past good faith efforts in the Public or Private Sector to engage MBE/ESB firms through subcontracting, joint venture, mentor-protégé, or apprenticeship opportunities over the past three (3) years, you may be eligible to earn additional points for this project. Please include valid documentation to support this claim. Feel free to attach additional pages, if necessary. Enter Below Code for Ownership of each MBE Firm.

1 = African American 2 = Hispanic American 3 = Asian American
4 = American Indian 5 = Other (Specify Below)

☐ Yes – may be eligible – Complete section below ☐ No – not eligible

CONTACT PERSON/PHONE NUMBER/PROJECT NAME / DATE	DID YOU MEET THE MBE GOAL?	SCOPE OF WORK	MBE/ESB COMPANY NAME/CONTACT PERSON/PHONE	MBE/ ESB Code

DEFINITIONS

MINORITY BUSINESS ENTERPRISE	GOOD FAITH MBE/ESB PARTICIPATION EFFORTS	EMERGING SMALL BUSINESS
A business at least 51% of which is owned and controlled or 51% operated by minority group members or, in case of a stock corporation, at least 51% of the stock which is owned and controlled by minority group members. Minority group members are citizens of the United States who are African American, Hispanic American, Asian American and American Indian.	**The sum total of efforts by a particular business to provide equitable participation of minority business enterprise or emerging small business subcontractors. For past efforts, this sum total shall be comprised of the record of participation by minority business enterprises and emerging small businesses through subcontracting or joint ventures. For future efforts, it shall be comprised of such efforts, which are proposed to allow equitable participation of minority business enterprise or emerging small business subcontractors.**	**A business that (1) has been certified by the Office of Minority Business Development for a period of seven years or less.,(2) has annual gross receipts for each of its three fiscal years preceding application for certification of $500,000 or less if engaged in the construction business or of $250,000 or less if engaged in non-construction business, (3) has fewer than ten employees, (4) is not a subsidiary of another business and does not belong to a group of businesses owned and controlled by the same individuals, (5) has its principal place of business within the City of Richmond Enterprise Zone, (6) possesses a City business license, and (7) pays personal property, real estate, and business taxes to the City of Richmond.**

Bidder and the MBE/ESB agree that the MBE/ESB shall not subcontract or assign any work described herein to another entity without prior written approval of the City of Richmond.

THE UNDERSIGNED HEREBY CERTIFIES THAT S/HE HAS READ THE TERMS OF THIS COMMITMENT AND IS AUTHORIZED TO BIND THE BIDDER TO THE COMMITMENT HEREIN SET FORTH.

SIGNATURE OF AUTHORIZED OFFICIAL: **DATE:**